

United States Bankruptcy Court  
Northern District of Georgia

In re Develyn Marie Paskell

Debtor(s)

Case No.  
Chapter

17-69469  
13

SECOND AMENDED CHAPTER 13 PLAN

Extension

Composition

You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.

2. **Plan Payments and Length of Plan.** Debtor will pay the sum of \$500.00 Monthly to Trustee by  Payroll Deduction(s) or by  Direct Payment(s) for the applicable commitment period of 60 months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. See 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

IF CHECKED, Plan payments will increase by \$516.00 in August 2019 upon completion of retirement loan payments.

3. **Claims Generally.** The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. An allowed proof of claim will be controlling, unless the Court orders otherwise. Objections to claims may be filed before or after confirmation.

4. **Administrative Claims.** Trustee will pay in full allowed administrative claims and expenses pursuant to §507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). **Trustee's Fees.** The Trustee shall receive a statutory fee in the amount established by the Attorney General and the United States Trustee.

(B). **Debtor's Attorney's Fees.** Debtor and Debtor's attorney have agreed to a base attorney fee in the amount of \$ 4,250.00 (plus \$310.00 for filing fee) for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$ 0.00 was paid prior to the filing of the case. The Trustee shall disburse the unpaid amount of the fee, \$ 4,560.00, as allowed under General Order 18-2015, as follows: (1) Upon the first disbursement following confirmation of a Plan, the Trustee shall disburse to Debtor's attorney from the funds available and paid into the office of the Trustee by Debtor or on Debtor's behalf, up to \$ 4560.00 after the payment of any payments under 11 U.S.C. § 1326(a)(1)(B) or (C) and administrative fees. The remaining balance of the fees shall be paid up to \$ 350.00 per month until the fees are paid in full; (2) If the case is converted prior to confirmation of the plan, Debtor directs the Trustee to pay fees to Debtor's attorney from the funds available of \$ 2,000.00 (amount not to exceed \$2,000); (3) If the case is dismissed prior to confirmation of the plan, fees for Debtor's attorney of \$ 2,000.00 as set forth on the 2016(b) disclosure statement (amount not to exceed \$2,000) are allowed pursuant to General Order 18-2015 and shall be paid by the Trustee from the funds available without a fee application. Debtor's attorney may file a fee application for fees sought over \$2,000.00 within 10 days of the Order of Dismissal; (4) If the case is converted after confirmation of the plan, Debtor directs the Trustee to pay to Debtor's attorney from the funds available, any allowed fees which are unpaid; and (5) If the case is dismissed after confirmation of the plan, Trustee shall pay to Debtor's attorney from the funds available, any allowed fees which are unpaid.

Debtor and Debtor (s) attorney have further agreed that Debtor(s) attorney may be paid for "non base services" as they are performed on an as needed basis. These "non base services", and the agreed fee for each, are identified in Paragraph 6 of the Rule 2016(b) disclosure statement in this case. Upon completion of a non base service, Debtor's attorney may file an application with the court, serving all parties-in-interest with notice of the application and providing an opportunity to be heard on the matter. If the non base fee is approved by the court, then the fee shall be added to the balance of the unpaid base fee in this case and paid in accordance

with this paragraph. If the base fee has been paid in full, then the fee shall be paid up to \$350.00 per month, and the distribution to creditors shall be reduced, pro rata, by the amount until the additional fee is paid in full.

## 5. Priority Claims.

### (A). Domestic Support Obligations.

None. If none, skip to Plan paragraph 5(B).

(i). Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).

**-NONE-**

(iii). Anticipated Domestic Support Obligation Arrearage Claims

(a). Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

None; or

(a) Creditor (Name and Address)	(b) Estimated arrearage claim	(c) Projected monthly arrearage payment
-NONE-		

(b). Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

None; or

Claimant and proposed treatment: **-NONE-**

(B). Other Priority Claims (e.g., tax claims). All other allowed priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a) Creditor	(b) Estimated claim
<b>Georgia Department of Revenue</b>	<b>0.00</b>
<b>Internal Revenue Service</b>	<b>4000.00</b>

## 6. Secured Claims.

### (A). Claims Secured by Personal Property Which Debtor Intends to Retain.

(i). **Pre-confirmation adequate protection payments.** No later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). If the Debtor elects to make such adequate protection payments on allowed claims to the Trustee pending confirmation of the plan, the creditor shall have an administrative lien on such payment(s), subject to objection. If Debtor elects to make such adequate protection payments directly to the creditor, Debtor shall provide evidence of such payment to the Trustee, including the amount and date of the payment.

Debtor shall make the following adequate protection payments:

- directly to the creditor; or
- to the Trustee pending confirmation of the plan.

(a) Creditor	(b) Collateral	(c) Adequate protection payment amount
-NONE-		

(ii). **Post confirmation payments.** Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If the Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. See § 1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). Upon confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

- None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Claim amount	(e) Interest rate	(f) Monthly payment
-NONE-					

(b). **Claims to Which § 506 Valuation is Applicable.** Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

- None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Claim amount	(e) Interest rate	(f) Monthly payment
-NONE-					

(c). **Other provisions.**

**(B). Claims Secured by Real Property Which Debtor Intends to Retain.** Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor	(b) Property description	(c) Estimated pre-petition arrearage	(d) Projected monthly arrearage payment
Village Capital & Investment	7472 Woods Court Lithonia GA 30058	2360.08	115.00

**(C). Surrender of Collateral.** Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any claim filed by a secured lien holder whose collateral is surrendered will be treated as unsecured. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift the Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be surrendered
Capital One Auto Finance	2015 Honda Civic (Co-Debtor will continue to make payments to creditor and claim should not be funded through Chapter 13 plan)

**7. Unsecured Claims.** Debtor estimates that the total of general unsecured debt not separately classified in Plan paragraph 10 is \$ 20,138.00. After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of \$ 26,068.00 or 100 %, whichever is greater. Trustee is authorized to increase this dollar amount or percentage, if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

**8. Executory Contracts and Unexpired Leases.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, not through Trustee, as set forth below in column (c).

Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

None; or

(a) Creditor	(b) Nature of lease or executory contract	(c) Payment to be paid directly by Debtor	(d) Projected arrearage monthly payment through plan (for informational purposes)
Acceptance Rental	Furniture Lease	\$190.00	0.00
Sears	Appliance Lease	\$188.00	0.00

**9. Property of the Estate.** Property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

#### 10. Other Provisions:

- (A). Special classes of unsecured claims.
- (B). Other direct payments to creditors. If applicable, Debtor shall make payments directly to Debtor's student loan creditors as set forth in Schedule F of Debtor's voluntary petition.
- (C). Any creditor which are to be paid directly under this plan are authorized and encouraged to send monthly billing statements to the debtor(s) at the mailing address on record with the Bankruptcy Court in this case.

(D). Other allowed secured claims: A proof of claim which is filed and allowed as a secured claim, but is not treated specifically under the plan, shall be funded with 5.25 % interest as funds become available after satisfaction of the allowed secured claims which have been treated by the plan and prior to payment of allowed non-administrative priority claims (except domestic support obligation claims as set forth in paragraph 5(A), above) and general unsecured claims. Notwithstanding the foregoing, the Debtor or any other party in interest may object to the allowance of the claim.

Date February 9, 2018

Signature /s/ Develyn Marie Paskell  
Develyn Marie Paskell  
Debtor

Date February 9, 2018

Signature /s/ Howard Slomka  
Howard Slomka 652875 GA  
Attorney  
Slipakoff & Slomka PC  
Overlook III, 2859 Paces Ferry Rd, SE  
Suite 1700  
Atlanta, GA 30339

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

IN RE:

DEVELYN MARIE PASKELL	:	CHAPTER 13
	:	
Debtor.	:	CASE NO.: 17-69469-WLH
	:	

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served a copy of the foregoing Amended Chapter 13 Plan filed in the above styled case by depositing same in the United States mail with the adequate postage affixed thereto to insure delivery addressed as follows:

Nancy J. Whaley, Standing Ch. 13 Trustee (served via ECF)  
303 Peachtree Center Avenue  
Suite 120, Suntrust Garden Plaza  
Atlanta, GA 30303

Develyn Marie Paskell  
7472 Woods Court  
Lithonia, GA 30058

SEE ATTACHED FOR ADDITIONAL CREDITORS

DATED: February 9, 2018

/s  
Howard P. Slomka  
Georgia Bar #652875  
Attorney for the Debtor  
Slipakoff & Slomka, PC  
Overlook III  
2859 Paces Ferry Rd, SE  
Suite 1700  
Atlanta, GA 30339

Label Matrix for local noticing

113E-1

Case 17-69469-wlh

Northern District of Georgia

Atlanta

Fri Feb 9 09:50:55 EST 2018

Barclay's Bank of Delaware

121 S. West Street

Attn: Credit Bureau

Wilmington, DE 19801

American Signature Furniture

PO Box 182118

Columbus, OH 43218-2118

Ann Taylor

PO Box 571650

Salt Lake City, UT 84157-1650

Belk

PO Box 981491

El Paso, TX 79998-1491

CBNA

PO Box 550

Dickson, TN 37056-0550

Cap1/Bst Buy

50 Northwest Point Rd

Elk Grove Village, IL 60007-1032

Capital One Auto Finan

3901 Dallas Pkwy

Plano, TX 75093-7864

Capital One Auto Finance

4515 N Santa Fe Ave. Dept APS

Oklahoma City, OK 73118-7901

Capital One Auto Finance,

c/o AIS Portfolio Services, LP

4515 N Santa Fe Ave. Dept. APS

Oklahoma City, OK 73118-7901

Capital One, N.A.

c/o Becket and Lee LLP

PO Box 3001

Malvern PA 19355-0701

Angelo M Castaldi

Tripp Scott, PA

110 SE 6th Street, 15th Floor

Fort Lauderdale, FL 33301-5004

Comenitcap/chldplce

Po Box 182120

Columbus, OH 43218-2120

Credit First N A

6275 Eastland Rd

Brookpark, OH 44142-1399

Credit First NA

PO Box 818011

Cleveland OH 44181-8011

Credit One Bank

PO Box 98873

Las Vegas, NV 89193-8873

Dillards

PO Box 965005

Orlando, FL 32896-5005

First Premier Bank

601 S Minnesota Avenue

Sioux Falls, SD 57104-4868

Flagship Credit Accept

7525 Irvine Center Dr St

Irvine, CA 92618-3066

Gap

PO Box 965005

Orlando, FL 32896-5005

Genesis Retail

912 West Ave

North Augusta, SC 29841-3311

Great American Finance

205 W. Wacker Drive

Chicago, IL 60606-1211

Home Design

c/o PO Box 965036

Orlando, FL 32896-0001

A. Michelle Hart Ippoliti

McCalla Raymer Leibert Pierce, LLC

1544 Old Alabama Road

Roswell, GA 30076-2102

Kohls/CapOne

Po Box 3115

Milwaukee, WI 53201-3115

(p)LENDMARK FINANCIAL SERVICES LLC

2118 USHER STREET

COVINGTON GA 30014-2434

Lowes

PO Box 965005

Orlando, FL 32896-5005

Ciro A. Mestres

McCalla Raymer Leibert Pierce, LLC

1544 Old Alabama Road

Roswell, GA 30076-2102

Nationwide Recovery Services

545 Inman Street

Cleveland, TN 37311

New York & Company

PO Box 182789

Columbus, OH 43218-2789

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

Develyn Marie Paskell  
7472 Woods Court  
Lithonia, GA 30058-8268

Portfolio Recov Assoc  
120 Corporate Blvd Ste 1  
Norfolk, VA 23502-4952

(p) PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Quantum3 Group LLC as agent for  
MOMA Funding LLC  
PO Box 788  
Kirkland, WA 98083-0788

Sams Club/GE Money Bank  
PO Box 965005  
Orlando, FL 32896-5005

Howard P. Slomka  
Slipakoff & Slomka, PC  
Overlook III - Suite 1700  
2859 Paces Ferry Rd, SE  
Atlanta, GA 30339-6213

Syncb/LensCrafters  
PO BOX 965036  
Orlando, FL 32896-5036

Syncb/old Navy  
Po Box 965005  
Orlando, FL 32896-5005

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

Td Bank Usa/targetcred  
Po Box 673  
Minneapolis, MN 55440-0673

(p) TIDEWATER FINANCE COMPANY  
P O BOX 13306  
CHESAPEAKE VA 23325-0306

Victoria's Secret  
P.O. Box 182789  
Columbus, OH 43218-2789

Village Capital/dovnem  
1 Corporate Dr Ste 360  
Lake Zurich, IL 60047-8945

Walmart  
PO Box 981400  
El Paso, TX 79998-1400

Nancy J. Whaley  
Nancy J. Whaley, Standing Ch. 13 Trustee  
303 Peachtree Center Avenue  
Suite 120, Suntrust Garden Plaza  
Atlanta, GA 30303-1216

World Omni F  
Po Box 91614  
Mobile, AL 36691-1614

World Omni Financial Corp  
Tripp Scott PA  
c/o Angelo M. Castaldi  
110 SE 6th Street  
Suite 1500  
Fort Lauderdale, FL 33301-5039

World Omni Financial Corp.  
c/o Angelo M. Castaldi, Esq  
110 SE 6th Str, 15th Flr  
Fort Lauderdale, FL 33301-5004

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Lendmark Financial Ser  
2118 Usher St Nw  
Covington, GA 30014

Portfolio Recovery Associates, LLC  
POB 41067  
Norfolk VA 23541

Tidewater Credit  
6520 Indian River Road  
Virginia Beach, VA 23464

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Capital One Auto Finance  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

(u)Dovenmuehle Mortgage

(u)Village Capital &amp; Investment, LLC

End of Label Matrix

Mailable recipients	48
Bypassed recipients	3
Total	51